opportunity of devoting himself constantly to the study of ornamental engraving. It was submitted that this was not the correct interpretation of the contract, and that the teacher must be allowed to exercise some discretion as to the order and manner of the studies. The object of the action was to break the indentures, and after the judgment in the Superior Court dismissing the action, Lebeau had actually deserted from the service of his master.

Geoffrion, for the respondent, contended that the apprentice had not a fair opportunity to acquire the art of ornamental engraving. Young Lebeau had been apprenticed more than two years when the action was brought, and his progress in the art was very small.

RAMSAY, J. By deed of indenture of the 7th August, 1879, the respondent apprenticed his minor son, Théophile, then aged 15 years, to appellant for five years and ten months, to date from the 1st day of the current month. The obligations of the appellant were to teach or cause him (the apprentice) to be taught and instructed in the manufacture of rubber and embroidery stamps, and in the art of ornamental engraving, as fast as the said apprentice may prove himself capable of learning or taking up the same. The appellant further agreed to pay the apprentice a salary gradually rising at a rate of from $3 a month in the first year to $14 in the sixth year.

On the 24th January, 1882, that is about 18 months after the beginning of the term of apprenticeship, the respondent brought an action to set the deed aside, the appellant not having fulfilled the obligations of the deed. The allegations in support of this demand succinctly stated are that appellant had kept the apprentice at work on the simpler part of his business, namely, in the making of the rubber and embroidery stamps, which is not really an art, but an operation easily learned, whereas he never taught him to engrave on metals, and gave him no reasonable opportunity of learning this art, which is really difficult to learn and the knowledge of which is a valuable acquisition.

The plea was the general issue, and a good many witnesses were examined to show on one side that appellant's business was small, and did not afford facilities for learning the appellant's trade; that the apprentice was adroit and could learn quickly, and that he had not learned as rapidly as a person of his aptitude should have done, and on the other hand, that he had made reasonable progress for the time, even in the difficult art of engraving, and that he had fair opportunities of learning the trade of appellant.

The first thing to be considered is the nature of the contract of apprenticeship, and whether the appellant had undertaken any special obligations by the terms of the deed. The respondent seemed to attach some importance to the words "to teach or cause the apprentice to be taught as fast as he, the said apprentice, may prove himself capable of learning or taking up the same." I am not of opinion that these words add anything to the obligations of the master. They express a reserve which seems to be implied by the law, that the master shall not be obliged to teach more than the apprentice can learn. (Wood's Law of Master and Servant, 69.) The duties of the master set forth in the indenture must be substantially performed. (Wood, 68.) In the absence of any obligations beyond those of the common law it seems that, both in France and in England, the master must teach or cause to be taught the principles of his profession and give the apprentice reasonable opportunity to learn it. Having done that he has fulfilled his obligation. (Sébire & Carteret vo. Apprenti, No. 20; Fraser, 468.) These questions are eminently subject to the discretion of the court, and the decision arrived at should not be readily interfered with. (Sébire & Carteret vo. Apprenti, No. 28.) It will readily be admitted that an apprentice should be held strictly to his bargain, else dishonest people might gain undue advantages by having their children taught the rudiments of a trade and then allowing them to desert their employment. On the other hand, it would be very cruel to make a youth waste five or six years of his life at low wages without prospect of any compensating advantage in the future. Here we know from the appellant's own evidence that he had no engraving business worth speaking of, and therefore that the youth